

Electronically Recorded

Official Public Records

Tarrant County Texas

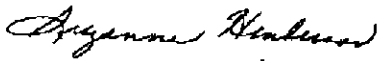
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Fee: \$ 24.00

Submitter: SIMPLIFILE

D209057496

3 Pages



Suzanne Henderson

**AMENDMENT TO OIL, GAS AND MINERAL LEASE
(To Extend the Primary Term and Amend Certain Provisions)****State:** TexasElectronically Recorded
Chesapeake Operating, Inc.**County:** Tarrant**Lessor:** Primera Arlington Properties II, Ltd.
1445 Ross, Suite 5454
Dallas, TX 75202**L0218823****Lessee:** Chesapeake Exploration, L.L.C., successor by merger to
Chesapeake Exploration Limited Partnership
6100 N. Western Avenue
Oklahoma City, Oklahoma 73118**Effective Date:** January 23, 2009

By Oil, Gas and Mineral Lease (the "Lease") with an effective date of February 8, 2007, Lessor leased to Original Lessee the Lands in the County and State named above, which are more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Lands"). A Memorandum of the Lease is recorded at D207151102, of the Official Public Records of the County and State named above.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The Lease provides for a Primary Term of twenty four (24) months from February 8, 2007, which Primary Term will expire on February 8, 2009. Lessor and Lessee desire to extend the Primary Term and amend certain provisions of the Lease. For adequate consideration, Lessor and Lessee stipulate, acknowledge and agree as follows:

1. The Primary Term of the Lease is extended for a period of twelve (12) months from its original expiration, such that the Primary Term of the Lease will terminate, in the absence of drilling or production, as provided for in the Lease and herein, on February 8, 2010.

2. The Lessor and Lessee do hereby amend the Lease as provided below:

Notwithstanding any terms or provisions of the Lease or its Exhibits to the contrary, Lessee, at its option, may pool or combine the leased premises as to oil and gas, or either of them, with any other land, lease or leases, when in Lessee's judgment it is necessary or advisable to do so in order to

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well unit or units not exceeding eighty (80) acres, plus an acreage tolerance of ten percent (10%), for oil, and not exceeding three hundred twenty (320) acres, plus an acreage tolerance of ten percent (10%), for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed or permitted by state governmental authorities.

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, except as herein amended.

Lessor:

Primera Arlington Properties II, Ltd.

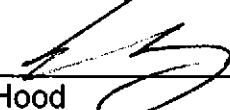


By: Ralph Heins

Title: Managing Partner

Lessee:

**Chesapeake Exploration, L.L.C., successor
by merger to Chesapeake Exploration
Limited Partnership**



By: Henry Hood

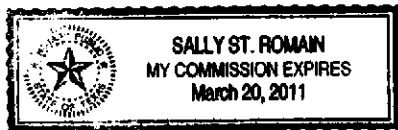
Title: Senior Vice President, Land and Legal &
General Counsel

mt com

STATE OF TEXAS §
COUNTY OF _____ §

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Chesapeake Operating, Inc.

This instrument was acknowledged before me, the undersigned notary public, on January 29, 2007, by Ralph Heins, as the Manager of General Partner of and on behalf of Primera Arlington Properties II, Ltd.

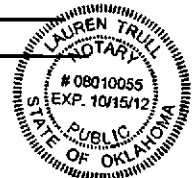


Sally St. Romain
Notary Public, State of Texas

STATE OF Oklahoma §
COUNTY OF Oklahoma §

This instrument was acknowledged before me, the undersigned notary public, on February 12, 2009 by Henry J. Hood, Senior Vice President, Land and Legal & General Counsel, of and on behalf of Chesapeake Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, successor by merger to Chesapeake Exploration Limited Partnership.

Lauren Trull
Notary Public, State of _____



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154